

**CALHOUN COUNTY  
REQUEST FOR PROPOSAL  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
(269) 781-0981**

**ISSUE DATE:**        *THURSDAY, MAY 5, 2011*

**DUE DATE:**        *THURSDAY, JUNE 2, 2011@ 3:15pm (Local time)*

**PROJECT:**        *JAIL COMMISSARY RFP#104-11*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1    PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/package to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All proposals received shall be noted as such on the outside of the envelope:

**PROPOSAL:**        *JAIL COMMISSARY RFP#104-11*

**DUE DATE:**        *THURSDAY, JUNE 2, 2011@ 3:15pm (Local time)*

## 1.2 FAIR EMPLOYMENT PRACTICES / AFFIRMATIVE ACTION

Any vendor engaged in this contract shall comply with the Civil Rights Act of 1964, P.L. 88-352, 78 Stat. 241, as amended, the Equal Opportunity Employment Act of 1972, P.L. 96-261, 86 Stat. 103, as amended, and the Federal Rehabilitation Act of 1973, PL 93-112, Section 504, 87 Stat 394, as amended.

Any vendor engaged in this contract shall not violate the provisions of the Michigan Handicappers' Act, P.A. 1976, No. 220, being sections 37.1101 et seq. of the Michigan Compiled Laws or the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

## 1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

\_\_\_\_\_REGISTRATION NUMBER:\_\_\_\_\_

1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_  
REGISTRATION NUMBER: \_\_\_\_\_

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of- Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNITY CLAUSE

The bidder will indemnify, save harmless and exempt the County, it's officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees incident to any work done in the performance of the contract. The bidder will not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County, it's officers, agents, servants, and employees.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Bradley Wilcox, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 EMPLOYMENT OF LOCAL LABOR

The County of Calhoun is committed to the use of local labor and will use this commitment as a factor in awarding this contract. The County of Calhoun requires, in writing and prior to the award of this contract, a written statement from the bidder regarding the vendor's plan to hire/or retain local labor residing in the County of Calhoun. This statement should be included with the vendor's original proposal documents.

## 1.11 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.12 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.12.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.12.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.12.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.12.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

#### 1.13 DISCLOSURE

All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

#### 1.14 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

#### 1.15 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any

contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

#### 1.16 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form, all documents necessary to the successful execution of the contract.

1.16.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.

1.16.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.16.3 The County reserves the right to postpone the proposal opening for its own convenience.

1.16.4 The County reserves the right to reissue the request for proposal.

1.16.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

#### 1.17 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

#### 1.18 INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

#### 1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

#### 1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

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#### 1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.



#### 1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

#### 1.23 LENGTH OF CONTRACT

The term of the contract is **five (5) years**. This contract may be extended for **two (2)** additional terms of **one (1) year** each. The option to extend shall be exercised by and in the discretion of the County. In no event shall the term of this contract, including extensions, exceed **seven (7) years**. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

#### 1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

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#### 1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

## **PART II - GENERAL PROVISIONS**

### **2.1 SUBMISSION OF PROPOSALS**

One original and **Five (5)** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### **2.2 PREPARATION OF PROPOSALS**

2.2.1 The proposal shall be legibly prepared in either ink or by typewriter.

2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### **2.3 ACCEPTANCE OF RFP CONTENT**

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

Any significant explanation desired by a bidder, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

Questions that arise as a result of this RFP must be submitted in writing to the issuing office via FAX or Email by **Tuesday, May 17, 2011**. All questions and answers will be transmitted via FAX or Email to all potential bidders by **Friday, May 20, 2011**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
CONTACT: Bradley J. Wilcox  
FAX: (269) 781-0140  
E-MAIL: [bwilcox@calhouncountymi.gov](mailto:bwilcox@calhouncountymi.gov)

## 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered

## 2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The bidder shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a bidder or the bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

## 2.9 INSPECTION OF THE AREA

All bidders shall visibly inspect the work area in order to become familiar with the scope of the work contemplated. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a proposal shall constitute a waiver by each bidder or all claims of error in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof. Please contact the following to arrange a tour of the Correctional Center facility's commissary operation:

Captain Lee Zick, Captain of Corrections  
Calhoun County Office of the Sheriff  
161 E. Michigan Ave.  
Battle Creek, MI 49014  
(269) 969-6339 - Office  
[lzick@calhouncountymi.gov](mailto:lzick@calhouncountymi.gov)

## **PART III - TECHNICAL SPECIFICATIONS**

### **3.1 INTRODUCTION TO SCOPE OF WORK**

Calhoun County is soliciting proposals from experienced commissary service vendors to provide to the County Correctional Center, a full range of commissary services for the inmates. The County Correctional Center is a direct supervision correctional facility with an average population of 580 inmates. Previous years commissary sales have averaged about \$440,000 annually based on 580 inmates. The objectives of this proposal are :

- 3.1.1 To deliver high quality commissary services to the inmates of the County Correctional Center.
- 3.1.2 To operate the commissary service program in a cost effective manner and at no cost to Calhoun County.
- 3.1.3 To operate the commissary in an effective manner in order that the safety and security of the Correctional Center shall be maintained.
- 3.1.4 The County requires a system which will offer fair commissary prices to inmates and maximizes revenue opportunities for the Office of the Sheriff .

**For offerors who have the ability to provide both Commissary and Food Management Services, the County will consider an alternate proposal which combines the specifications of both services. (See page 22 for the alternate proposal pricing sheet.) If accepted the County would award both the Food Management Service and Commissary to the successful respondent.**

### **3.2 SCOPE OF WORK REQUIREMENTS**

#### **3.2.1 Commissary Operations**

- 3.2.1.1 Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the contractor, shall be included in the proposal. These capabilities should include but not be limited to any electronic methods for increasing the sale of commissary items, assisting inmate fund accounting, providing inmate and detainee families electronic access to commissary ordering for incarcerated family members and methods of returning inmate funds at the time of their release. All services are expected to be bilingual with the languages English

and Spanish.

- 3.2.1.2 The Contractor will provide commissary services to the inmates of the Calhoun County Correctional Facility so as to provide each inmate with access at *least one time per week*. Deliveries of completed orders will arrive within 24 hours after orders are sent.
- 3.2.1.3 Proposals will include a turnkey solution where the commissary provider is responsible for all areas of service delivery. The proposal shall outline the provider's plan for efficient distribution of order forms, how orders will be submitted by inmates and detainees, order fulfillment, and product delivery. This proposal should include any technological methods the commissary provider will use to accomplish their plan. Current procedures include: order form distribution, order form collection, order entry, order fulfillment, product delivery to inmate housing units and resolution of order errors. Orders will be filled out by inmates on pre-printed scannable forms, which list only those items available to inmates in the facility, and which indicate the price of each item. Order forms will be picked up by the commissary provider and entered electronically (scanned) into the inmate commissary order system. The commissary contractor shall be required to program an interface between the commissary system and the current Jail Management software's inmate accounting module so that funds will be electronically deducted immediately and the inmate will be given a notice of his new balance with his receipt for the order. It is expected any technology used by the provider will accomplish these tasks.
- 3.2.1.4 The contractor will deliver the orders to individual inmates in their housing units.
- 3.2.1.5 The Contractor will be available 24 hour/day, 7 day/week for service calls to maintain the commissary system. The contractor will provide the license and necessary supporting hardware, as well as continuing support, for any commissary software throughout the length of the contract at no additional cost to the County.
- 3.2.1.6 Contractor will be responsible to package individual inmate orders in sealed, clear, plastic bags, and boxed according to pod arrangement. Boxes are then shipped to the facility for next day distribution to individual inmate housing units by the contractor. There should be two copies of the order receipt sealed within the bag. The receipt should contain the following information:
- inmate name
  - inmate location
  - inmate ID number

- items and quantities ordered
- total of order
- beginning account balance
- ending account balance
- 2 signature lines

3.2.1.7 Food items shall be wrapped/packaged and dated for individual consumption.

3.2.1.8 All containers shall be made of non-breakable materials.

3.2.1.9 No products shall contain alcohol.

3.2.1.10 The Contractor must provide a method of handling restocking of returned orders for those orders that were sent, but the inmate had been released prior to receiving the order.

3.2.1.11 The contractor will be required to meet with the Office of the Sheriff on a quarterly basis to review sales history and recommend new commissary products.

3.2.1.12 The contractor will be required to collect all sales tax and forward to the State of Michigan.

3.2.1.13 The Correctional Center distributes indigent/starter packs to inmates at the time of intake. The contractor shall supply the Correctional Center with the agreed items which will comprise the indigent/starter packs. (i.e. sample-size bar soap & shampoo, or body wash, corrections toothbrush and toothpaste, comb, and deodorant.) The contractor will not need to pre-pack individual inmate packs; however, provide bulk supplies to the Correctional Center. The estimated number of indigent/starter packs distributed annually is estimated at 7,000.

### 3.2.2 Pricing

3.2.2.1 The successful contractor shall agree to hold pricing for commissary products firm for each 12 month period or as mutually agreed to by both parties. Commencing with the first anniversary date of the contract, and on the second and subsequent anniversary dates, the prices may be increased to reflect the current market prices. However, the Sheriff's Office reserves the right to final approval of any price increase for any item. Prices for the contract items may not be higher than the retail prices of the same or comparable item offered locally for retail sale.

3.2.2.2 The Calhoun County Sheriff's Office reserves the right to determine the final retail selling prices to the inmates. The contractor will return a percentage of retail sales to the County. Retail sales include any purchases made by

individuals outside of the facility electronically.

### 3.2.3 Inventory

3.2.3.1 Contractor shall maintain off-site a large selection of items and quality products. The facility shall approve all items authorized for the Calhoun County Correctional Center. For contractor's reference, a current order form listing the items stocked in the commissary program is available upon request. Contractor shall agree to offer, at a minimum, the items currently available.

3.2.3.2 Contractor shall maintain in the off-site warehouse a substantial stock of goods to assure successful operation of commissary.

3.2.3.3 Purchase and payment for inventory and stock shall be the sole responsibility of the contractor.

3.2.3.4 The Contractor and Sheriffs Office personnel will meet and agree upon the items to be carried on the commissary menu and for inclusion in the indigent/starter packs. After the initial meeting, no items are to be offered without the written permission of the Sheriffs Office. The Contractor will keep the Sheriffs Office current of the new products that are available.

3.2.3.5 The Contractor will make categories of commissary products available for purchase, including: hygiene products, stationery materials, snacks, food, games, personal care items and clothing.

3.2.3.6 The Contractor shall maintain sufficient inventory levels at the Contractor's location to limit shortages and backorders. The Contractor shall not substitute or backorder and should have an order fill rate of 98% or better.

### 3.3 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.3.1 Commissary Operations

3.3.2 Commission Rate/Pricing

3.3.3 References and Experience



#### 3.3.4 Inventory

#### 3.3.5 Compliance with Terms and Conditions

### 3.4 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for proposal. The proposal contents should contain the contractor's response to the following request for information:

#### 3.4.1 Commissary Operations

##### 3.4.1.1 Delivery Capabilities

##### 3.4.1.2 Commissary order processing

##### 3.4.1.3 Commissary System and Hardware requirements

##### 3.4.1.4 General work plan for implementation including timeline

#### 3.4.2 Pricing Program- Contractors are to address the following price issues and state their compliance or exception

3.4.2.1 Gross receipts shall be construed to be all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

3.4.2.2 The proposal must include a suggested menu of products with the suggested selling prices to inmates (excluding any applicable sales tax) that includes all services and systems which are proposed.

3.4.2.3 The proposal must include the percentage of total sales realized by the County based on the suggested selling prices. The most responsive proposal would state the guaranteed rate of commission paid to the County based on gross receipts from the Correctional Center, and by any other method of commissary ordering offered by the provider.

3.4.2.4 Commissary commissions will be paid to the County within twenty (20) days of the close of each accounting month.

3.4.2.5 The contractor shall notify the County in writing of adjustments in price affecting any of the contract unit prices and the effective date with documentation justifying said increase.

3.4.3 Inventory

3.4.3.1 Describe warehouse and distribution facilities

3.4.3.2 Listing of available commissary products

3.4.4 References and Experience

3.4.4.1 Proposals should include evidence of the necessary organizational experience, personnel, operational systems, and technical skills to perform the contract.

3.4.4.2 Proposals should include a list of at least four correctional facilities (including contact name and phone number) similar in size or larger to Calhoun County, which the vendor is currently serving in a similar capacity relating to inmate commissary services.

3.4.5 Contract Terms and Conditions

Vendors are to review the following terms and conditions and state their compliance or exception

3.4.5.1 Selected contractor must commence services within forty-five (45) days of the execution of any contract awarded as a result of this solicitation.

3.4.5.2 The period of the contract will be for five (5) years with the option for two annual renewal periods; commencing with the execution of the contract by the County and the successful contractor. Any renewals are at the sole discretion of the County and under no circumstances can the agreement period exceed seven years.

3.4.5.3 The contractor's price list shall be effective for twelve (12) months from the date the contract is executed. For each annual renewal, price increases on any items may be negotiated upon written request of the contractor.

### 3.5 ATTACHMENTS

The following attachments shall be completed and submitted with response.

- A. Non-Collusion Affidavit
- B. Certificate of Authorization

### 3.6 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

## ***ATTACHMENT A***

### **NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

***ATTACHMENT B***

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
(Official Corporate Title )

the corporation named contractor herein: that \_\_\_\_\_ who signed the  
foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said  
corporation; that said proposal was duly signed for on behalf of said corporation by authority of  
its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ALTERNATE PROPOSAL #103-11/104-11A**  
**FOOD MANAGEMENT AND COMMISSARY SERVICES**

For offerors who have the ability to provide both Commissary and Food Management Services, the County will consider an alternate proposal which combines the specifications of both services. The following request for information will apply only if the County accepts this alternate proposal which would award both Commissary and Food Management Service to the successful respondent.

\_\_\_\_\_ % Commissary Sales (Based on RFP#104-11 Specifications)

**Adult Inmate Meals (Based on RFP#103-11 Specifications) - 2800 calories**

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>( 1 cold &amp; 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1713-1770	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1773-1830	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1833-1890	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1893-2190	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
2193-2370	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal

**Adult Inmate Meals (Based on RFP#103-11 Specifications) - 3000 calories**

<u>Meals/Day</u>		<u>Base Bid</u> <u>(3 Hot Meals)</u>	<u>Alternate Bid (optional)</u> <u>( 1 cold &amp; 2 Hot Meals)</u>
1653-1710	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1713-1770	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1773-1830	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1833-1890	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
1893-2190	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal
2193-2370	Adult Inmate Meals	\$_____ Per Meal	\$_____ Per Meal

**Juvenile Inmates:**

<u>Meals/Day</u>		
1-15	Juveniles Meals	\$_____ Per Meal
7-12	Juveniles Meals	\$_____ Per Meal
13-24	Juveniles Meals	\$_____ Per Meal

Staff Meals (Based on 50 staff)      \$\_\_\_\_\_ Per Meal

All other terms, conditions and specifications for Inmate Commissary RFP#104-11 and Food Management Services RFP#103-11 apply to the above alternate commission/price proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

